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United States Fire Insurance Company

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

COPART INC.,

Plaintiff,

vs.

CRUM & FORSTER INDEMNITY
COMPANY¹, UNITED STATES FIRE
INSURANCE COMPANY, and DOES 1-10,

Defendants.

Case No.: C 07 2684 CW (EDL)

**US FIRE'S RESPONSES TO COPART'S
EVIDENTIARY OBJECTIONS**

Date: August 21, 2008

Time: 2:00 p.m.

Action File: March 20, 2007

Trial Date: November 10, 2008

AND RELATED COUNTERCLAIM

¹ Dismissed by Order Upon Stipulation (6/15/07)

Objection #1 (Streacker Decl., ¶ 4:22-23)

Copart does not appear to object to the statement, “Usually, the schedule provided by the broker is labeled as a ‘statement of values,’” which is hardly a matter of “opinion.” As for the statement, “the label is unimportant,” Streacker is merely stating that the label is unimportant *to her*, because whatever the label, the content of the document is what she acts upon. Copart does not explain how the label is relevant to “the interpretation of a key policy form” or the “interpretation of the USFIC policy at issue.”

Objection #2 (Streacker Decl., ¶ 4:26-28)

Copart asserts that Streacker perjures herself by referring in her declaration to “values” instead of “exposures,” as she sometimes did in her deposition. However, in the context of this case, the terms are synonymous—as Streacker explained at the very deposition Copart relies upon:

Q. And then let’s talk about exposure. What does that mean?

A. Values at –and at–values at risk, values at location, values in major damage areas versus non-major damage areas.

(Ruby Decl., Ex. 42 at 120:9-13.) The Court should consider imposing a Rule 11 sanction upon Copart for so ridiculously accusing Streacker of perjury.

Objection #3 (Streacker Decl., ¶ 5)

Streacker was US Fire’s underwriter. She certainly has personal knowledge of what US Fire’s forms are for. Moreover, she decided how to *complete* the form in this case. She certainly has personal knowledge of what she intended with the terms specified.

Objection #4 (Streacker Decl., ¶ 6:9-12)

Streacker makes a statement about what she is aware of. She has personal knowledge of her state of mind. Insofar as Copart disputes that her knowledge is correct, Copart was free to

1 present contrary evidence. The fact that Copart comes forward with no declaration by another
2 underwriter or other insurance expert is telling that Copart is unable to dispute the point.

3
4 **Objection #5 (Streacker Decl., ¶ 7:19-20)**

5 This testimony was offered in case Copart were to argue that the mere listing of a yard
6 number and address for Yard 105 should have put Streacker on inquiry notice that there were
7 buildings at Yard 105. As it turns out, Copart has not made that argument. Copart concedes
8 that Streacker did not know and had no reason to know that there were buildings at Yard 105.
9 Thus, Copart's objection is moot.

10
11 **Objection #6 (Streacker Decl., ¶ 8)**

12 The declaration is not inconsistent with the deposition testimony. Moreover, the
13 objection is moot—again, Copart concedes that Streacker did know and had no reason to know
14 that there were buildings at Yard 105.

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17 DATED: August 7, 2008

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